

Exhibit 212

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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CF 135 FLAT LLC, CF 135)
WEST MEMBERS LLC)
and THE CHETRIT GROUP, LLC,)
) Case No.
) 15-cv-05345-AJN
)
Interpleader Plaintiffs,)
)
-against-)
TRIADOU SPV S.A., CITY OF ALMATY,)
a foreign city, and BTA Bank,) AMENDED CROSS-
) CLAIMS
Interpleader Defendants.)
)
)
-----)
)
CITY OF ALMATY, KAZAKHSTAN)
and BTA BANK,)
)
Crossclaim Plaintiffs,)
)
)
-against-)
)
MUKHTAR ABLYAZOV,)
VIKTOR KHRAPUNOV,)
ILYAS KHRAPUNOV,)
TRIADOU SPV S.A.,)
and FBME BANK LTD.,)
)
Crossclaim Defendants.)
)
)
-----)

VIDEOTAPED DEPOSITION UPON ORAL EXAMINATION
of
MR. NICOLAS BOURG (DAY TWO)
On Tuesday, 12th September 2017

1

2 MR. SKINNER: Objection.

3 BY MR. HASSID:

4 Q. Let me strike that and rephrase.

5 THE INTERPRETER: Yes.

6 Q. Do you wish to change this
7 testimony as well?

8 MR. SKINNER: Objection.

9 A. (Through the Interpreter) Why, "As
10 well"?

11 BY MR. HASSID:

12 Q. You changed your -- you said -- you
13 clarified your May 2nd declaration; correct?

14 MR. SKINNER: Objection.

15 A. No, we spoke about this matter and
16 there was a slight confusion about dates, that's
17 all. No, Ilyas wanted to sell his US interests in
18 Triadou to Chetrit, because he was frightened of
19 the Californian lawsuit. I mean, I stick by that.
20 Perhaps there is some confusion about dates, exact
21 dates, but that is the gist of it.

22 BY MR. HASSID:

23 Q. So then, and thank you for
24 clarifying, is it fair to say that you are telling
25 me here that in paragraphs 25 and 26 there is

1
2 similar confusion about dates?

3 A. No, I think in the first
4 declaration I was focusing on the details of the
5 events and there may be a few minor details to put
6 right but to all intents and purposes the message,
7 the main message, is the same.

8 Q. Right, but I'm -- I'm sorry, were
9 you not finished?

10 A. That is fine.

11 Q. I was about the March 2016
12 declaration, the document in front of you.
13 Specifically, I just want to know if you think
14 paragraphs 25 and 26, as you wrote them, are
15 accurate?

16 MR. WOLF: Why don't you just read
17 them quickly, they're short, and then I think
18 you'll perhaps understand the question better.
19 (Pause for reading).

20 A. The correction which had been made
21 is in paragraph 26 on the date of the instruction
22 to sell.

23 BY MR. HASSID:

24 Q. So the same correction as you made
25 with the other declaration ----

1
2 precise at the moment, I am sorry. At noon, I can
3 give you a better update. Do you need to take a
4 break for any reason Mr. Bourg?

5 THE WITNESS: (Through the
6 Interpreter) No, I just wanted to know how things
7 were organised, that is all. It is just that at
8 the end of yesterday's meeting I was told that you
9 had one and a half hours still to go.

10 BY MR. HASSID: We were talking
11 about specific time allocation, not in terms of
12 the amount of time left on allocation. It is a
13 separate issue, but no, unfortunately, I have a
14 little more than that.

15 THE WITNESS: Not unfortunate ----

16 MR. HASSID: Thank you. I like
17 talking to you too!

18 MR. WOLF: He is beginning to like
19 you!

20 BY MR. HASSID:

21 Q. This document, if you can just,
22 I know there is an exhibit cover page, two of
23 them, but do you recognise the agreement that
24 starts on the third page?

25

1

2 A. (Through the Interpreter) Yes.

3 Q. What is it?

4 A. This is the sales contract from
5 Triadou to Chetrit about the two projects, the
6 Flatotel and Cabrini.

7 Q. Wait, this is about Cabrini too?

8 A. Yes.

9 Q. Mr. Bourg, just I would suggest
10 taking a moment and reading what is under
11 "Witnesseth" the "Whereas clauses" just to see if
12 that refreshes your recollection that this
13 pertains only to the Flatotel?

14 MR. KENNEY: Could he just read the
15 agreement, the first paragraph?

16 MR. HASSID: That is true, or the
17 first paragraph if you like.

18 A. It is only on Flatotel.

19 BY MR. HASSID:

20 Q. Okay and what's the date of this
21 document you see at the top?

22 A. 4th August 2014.

23 Q. That is about three months after
24 that letter of intent we just looked at.

25 THE WITNESS: Oui.

1

2 Q. I would like to draw your attention
3 down to section 1. This is talking about the
4 purchase price of Triadou's interest; correct?

5 MR. WOLF: Just take a moment to
6 read it. If you want to read section 1 since the
7 question is on section 1.

8 MR. HASSID: If it will help
9 counsel, I plan to walk him through everything and
10 read stuff into the record so it might save time
11 if ----

12 MR. WOLF: I appreciate that but
13 I think he ought to be familiar with the document,
14 that may facilitate it.

15 BY MR. HASSID:

16 Q. Well, then in that case, Mr. Bourg,
17 please read 1A first.

18 THE WITNESS: Okay. (Pause for
19 reading).

20 A. (Through the Interpreter) Yes, I'm
21 ready.

22 Q. Mr. Bourg, you see that that
23 paragraph -- because you read it I'm not going to
24 read it to you, but you see the paragraph reads
25 "Happy Family and Landscape". We discussed those

1
2 transactions yesterday; correct?

3 A. Yes.

4 Q. In this paragraph, it says: "The
5 sum of \$6 million heretofore paid by the Chetrit
6 Group in connection with those investments."

7 A. Yes.

8 Q. Did Mr. Chetrit actually invest \$6
9 million in those projects?

10 A. No.

11 Q. How much did he actually invest?

12 A. 4.5 as far as -- 4.6 or 4.7, as far
13 as I know.

14 Q. Who negotiated this document, this
15 agreement, Mr. Bourg?

16 A. Myself, Krasnov and Ilyas
17 Khrapunov.

18 Q. Did you know at the time that you
19 were negotiating this that Mr. Chetrit had
20 invested less than \$6 million in Happy Family and
21 Landscape?

22 A. Yes, everyone knew that.

23 Q. When you say "everyone", who do you
24 mean?

25 A. Krasnov and Khrapunov.

1
2 rephrase it for you. Did you ever tell the
3 Chetrit Group or Joseph Chetrit that it did not
4 have any obligations under this paragraph?

5 A. I don't understand the question,
6 I'm sorry.

7 Q. I think you testified before that
8 the Chetrits invested 4.6 or 4.7 million, to your
9 recollection, in connection with Happy Family and
10 Landscape; correct?

11 A. Yes.

12 Q. And this document transferred that
13 interest, that value, to Triadou; correct?

14 MR. SKINNER: Objection.

15 A. I don't know. I would have to read
16 the whole document. I don't know if we think it
17 does talk, this document, about the transfer of
18 interest to Triadou, rather it explains how the 26
19 million are going to be paid.

20 BY MR. HASSID:

21 Q. So, it's your understanding that
22 Chetrit was given \$6 million for investments in
23 Happy Family and Landscape, and Triadou was -- and
24 those investments were made with Niel; right?
25 That's correct?

1

2 THE WITNESS: Oui.

3 A. (Through the Interpreter) but it's
4 a translation because the real meeting was in
5 French.

6 Q. Got it. So it's a translation of
7 the recording of the meeting?

8 THE WITNESS: Mmm-hmm.

9 Q. Why did you decide to record this
10 meeting? And if it was on the advice of your
11 lawyer you need only say that and I will not ask
12 any more.

13 A. (Through the Interpreter) That's
14 it, on advice.

15 Q. Okay. It was not because Almaty or
16 BTA or Arcanum asked you to do that; correct?

17 A. No, I had no relations with them
18 yet -- at that point.

19 Q. So you first encountered -- you
20 first encountered the Kazak entities after these
21 recordings?

22 A. Yes.

23 Q. Can you, please, turn to page 9 of
24 that recording.

25 MR. WOLF: It's 9 of the

1

2 transcript, not of the recording.

3 MR. HASSID: Thank you, 9 of the
4 transcript.

5 THE WITNESS: Mmm-hmm, oui.

6 BY MR. HASSID:

7 Q. Okay, if you look at the middle of
8 the page there is a paragraph attributed to you.

9 THE WITNESS: Mmm-hmm.

10 Q. And in the paragraph it says: "If
11 the question is can I figure out how to
12 significantly reduce the price, do I know how to
13 do that? The answer is yes, I know how." Do you
14 see that? It is the last line of that middle
15 paragraph.

16 THE WITNESS: Okay.

17 A. (Through the Interpreter) Yes.

18 Q. So you see it? Take a minute to
19 read that paragraph just so you get some context.

20 THE WITNESS: Oui.

21 Q. So, in this paragraph you're
22 talking about lowering the price that Triadou paid
23 -- I am sorry, lowering the price that Chetrit
24 paid to Triadou for its assignment of its Flatotel
25 interest; correct?

1

2 before Niel Infrastructure went into bankruptcy.

3 Q. If you look a little further down,
4 Mr. Bourg, it says "If they managed to have it
5 declared bankrupt", do you see that? Let me know
6 when you see it.

7 THE WITNESS: Mmm-hmm.

8 Q. "If they manage to have it
9 declared bankrupt, that would be a disaster for me
10 and Laurent Foucher. This is an active company
11 that owns real assets which were not financed by
12 Khrapunov and his sole objective is to take it
13 away from us." Do you see that?

14 A. (Through the Interpreter) No, but
15 that is for Niel Financial Services. If you read
16 the sentence before, you will see that it's
17 exclusively about NFS.

18 Q. Thank you for the clarification.
19 But with respect to Niel Finance and Services, it
20 is your opinion that if that is declared bankrupt
21 it would be a disaster for you and Mr. Foucher;
22 correct?

23 A. Yes.

24 (Exhibit 26 was marked for identification)

25 Q. You can put that aside for now,

1

2 sir. I apologise, Mr. Bourg, I am going to go
3 backward with the short time I have left. Please,
4 take a look at what is being handed to you as
5 Exhibit 26. Do you recognise that e-mail?

6 A. Yes.

7 Q. That is an e-mail from you to
8 Mr. Chetrit transmitting an invoice; correct.

9 THE WITNESS: Oui.

10 Q. Can you turn the page to the
11 attachment?

12 A. Oui.

13 Q. So the invoice is dated July 5th
14 2014. Do you recall sending this invoice?

15 A. (Through the Interpreter) Yes.

16 Q. What does the description?
17 "Honoraire operation New York" mean? I am sorry
18 for my French, I know it's bad.

19 A. It means fees -- fees for the New
20 York operation.

21 Q. Is that related to Flatotel?

22 A. I think we have already spoken
23 about it. It is the invoice which I had to draw
24 up for the intermediaries of Chetrit. I think he
25 paid a very small part of that. So obviously this

1
2 is part of the money I was claiming from Chetrit.

3 Q. But you -- did you receive a chunk
4 of this money as well?

5 A. It was paid and I redistributed it
6 to the intermediaries.

7 Q. All of it, because I believe you
8 testified earlier that you received \$400,000 from
9 Mr. Chetrit?

10 A. That's right.

11 MR. SKINNER: Can I just clarify.
12 Are you saying "Yes, all of it was distributed" or
13 are you saying, "Yes, I received \$400,000"?

14 A. I received 400,000.

15 BY MR. HASSID:

16 Q. Did you distribute it to this
17 account, here, that's at the bottom?

18 A. Yes.

19 (Exhibit 27 was marked for identification)

20 Q. I'm going to hand to you what is
21 Exhibit 27, which are the amended cross-claims
22 filed by Almaty and BTA. Have you seen these
23 before?

24 A. No.

25 Q. Sorry, you have not seen this

1
2 document before, sir?

3 A. No.

4 Q. In their amended cross-claims,
5 Almaty and BTA allege ----

6 MR. Wolf: Which page are you
7 referring to?

8 MR. HASSID: Actually,
9 unfortunately, it seems my copy is missing, so I'm
10 sorry. Oh now i found it. I'm sorry. Paragraph
11 13.

12 BY MR. HASSID:

13 Q. Are you there?

14 THE WITNESS: Mmm-hmm.

15 Q. If you look in paragraph 13:
16 "Almaty and BTA allege" -- they are talking about
17 Chetrit trying to double-cross his
18 co-conspirators. It says: To achieve this
19 result, Chetrit bribed Triadou's director to drive
20 down the purchase price of the assignment."

21 A. (Through the Interpreter) Which
22 witness is this? Can I know which witness is
23 this?

24 Q. This is not a witness. Almaty and
25 BTA, this is a litigation filing. This is Almaty

1
2 and BTA's complaint in this case. They are
3 alleging that this is what happened. My question
4 to you is this allegation true, did Chetrit bribe
5 you?

6 A. Well, it's an interpretation of
7 Chetrit's proposal, but as I have already said
8 there were a multitude of different business deals
9 that Chetrit was involved in and when I was
10 thanked for my role as director of Triadou, he
11 proposed that we work together. This money, there
12 was a question of money, but I don't think that
13 this had any direct connection with the reduction
14 in the price. But the best way of illustrating
15 that is that I only -- I was not involved in these
16 negotiations. Obviously, Chetrit wanted to pay
17 less and Ilyas wanted the best price, but I wasn't
18 a decider in this. So, they were the ones who
19 decided. I was simply an intermediary.

20 Q. Can you turn to paragraph 117,
21 which is on page 30. In the paragraph it says
22 "Chetrit simultaneously proposed to bribe you" and
23 later in the paragraph it says that the amount was
24 \$3 million?

25 MR. WOLF: What paragraph are we

1

2 on?

3 MR. HASSID: Paragraph 117.

4 BY MR. HASSID:

5 Q. Did Mr. Chetrit agree to pay you \$3
6 million to lower the discount -- to lower the
7 price for Triadou's assignment of it's ownership
8 of the Flatotel interest? To be clear, Mr. Bourg,
9 these are allegations, not proof. I am asking if
10 these allegations, if you believe this is a true
11 statement? That is all I want to know.

12 MR. WOLF: Without any further,
13 please read what you want to read and then please
14 answer his question.

15 A. I would just like to say that these
16 allegations are not necessarily false, but it's
17 impossible to agree to them, because I wasn't the
18 person to decide. I was there simply on the spot
19 to embark on negotiations, but I had no deciding
20 power. You could do nothing in that respect
21 without Ilyas Khrapunov's approval and signature.

22 MR. WOLF: Excuse me. (Pause for
23 instructions). (Unclear)

24 BY MR. HASSID:

25 Q. Is there something you would like

1

2 to clarify ----

3 A. Yes, I was not in a position to be
4 bribed, because I had no deciding power about the
5 price.

6 Q. Do you understand that Chetrit
7 intended to pay you this money as a bribe?

8 A. Quite foreseeable, yes.

9 Q. Did you clarify for him that you
10 did not have decision-making power?

11 A. Yes, I did not need to clarify.
12 Every time there was a proposal put on the table,
13 I went, isolated myself in another office and
14 asked for Ilyas Khrapunov's approval.

15 Q. Is 3 million -- is the \$3 million
16 number in here accurate? Is that what Mr. Chetrit
17 offered to pay you?

18 A. No, I don't remember \$3 million.

19 Q. Thank you, Mr. Bourg. I appreciate
20 your time. To the extent that we have any left
21 over, I'll reserve.

22 MR. SKINNER: Can I ask the
23 videographer how long we have been on the record
24 since the lunch break?

25 THE VIDEOGRAPHER: 36 minutes.

1

2 A. I think at the time it was in
3 another building. No, perhaps not yet at that
4 time. He was in the office next door. On the
5 same storey but next door.

6 Q. Next door meaning his office is on
7 the same floor in the same building?

8 A. Yes.

9 Q. And am I not correct that at this
10 point the business of SDG has been declining since
11 the summer 2013?

12 A. I don't know about difficulties,
13 but SDG was investing in very significant real
14 estate projects at the time, very expensive ones,
15 and they were beginning to feel the pinch, the
16 difficulties in sort of funding it.

17 Q. At that time, in December of 2013,
18 Ablyazov had been in prison for five or six
19 months; right?

20 A. Yes.

21 Q. Had Ilyas told you that, "We are
22 going to have to dispose of all of our assets" at
23 that point?

24 A. No, I did not intervene and stick
25 my nose in the SDG business in Switzerland. That

1

2 was not my role.

3 Q. I am asking you if the funding of
4 the various companies had not begun to be very
5 difficult?

6 MR. SKINNER: Mr. Kenney, could you
7 give us the date that we are talking about.

8 MR. KENNEY: I have given you a
9 date.

10 MR. SKINNER: I am asking for my
11 sake.

12 MR. KENNEY: Sure, 2013, late,
13 December, moving into 2014.

14 A. Yes.

15 BY MR. KENNEY:

16 Q. You did have something to do with
17 Triadou, didn't you?

18 A. Yes, yes.

19 Q. In fact, you were the only person
20 really who was an officer of Triadou, or a
21 director?

22 A. Yes.

23 Q. And am I not correct that between
24 July and December of 2013 Triadou began to have
25 financial difficulties?

1

2 MR. SKINNER: Objection.

3 A. No. No, not as far as I know.

4 BY MR. KENNEY:

5 Q. Am I correct that your relationship
6 with Ilyas deteriorated in 2013 and become very
7 bad in 2014?

8 MR. SKINNER: Objection.

9 A. Yes, I think it began in 2013.
10 Just one moment. No, you know, my relationship
11 with Ilyas was still very good at the end of 2013,
12 in fact. My relations with Ilyas started to
13 deteriorate significantly when I received the
14 letter, the firing letter as director of Triadou,
15 which, unless I am mistaken, was in November 2014.
16 Whereas, in my opinion at least, I enjoyed good
17 relations with Ilyas Khrapunov.

18 BY MR. KENNEY:

19 Q. So you think your relationship was
20 pretty good, or really good, at the end of 2013?

21 MR. SKINNER: Objection.

22 A. I can't really, you know, say
23 anything about interpreting good or very good.
24 All I would say is that they were good.

25 BY MR. KENNEY:

1

2 the future, are you going to get something new in
3 the future if BTA Bank recovers?

4 MR. HASSID: Objection.

5 A. No.

6 MR. KENNEY: I join the objection.

7 BY MR. SKINNER:

8 Q. So there is no new benefit to you
9 in the future; it is an agreement as to how an
10 asset is going to be distributed that you already
11 own?

12 MR. HASSID: Objection.

13 MR. KENNEY: Objection.

14 A. That is correct.

15 BY MR. SKINNER:

16 Q. Mr. Bourg, I am going to show you a
17 document that we have marked as Bourg Exhibit 29.
18 Can I ask you to take a moment just to look at it.
19 Let me direct your attention to the second page,
20 the back side of this two-sided document?

21 (Exhibit 29 was marked for identification)

22 A. Yes.

23 Q. We have discussed Triadou quite a
24 bit over the last two days; correct?

25 A. Yes.

1

2 Q. Can I ask you to tell us where
3 Triadou's name came from?

4 MR. HASSID: I am just going to
5 lodge an objection to this line of questioning.
6 Where Triadou's name came from is not reasonably
7 within the scope of what was discussed.

8 MR. SKINNER: I asked you to
9 just ----

10 MR. HASSID: I did, but that one is
11 a special kind of objection, so that is why I said
12 that, but go for it.

13 A. Triadou comes from the name of a
14 property in the South of France, though to be more
15 precise St Tropez, which was owned previously by
16 Mr. Cyril Dennis.

17 BY MR. SKINNER:

18 Q. And who is Mr. Cyril Dennis?

19 A. He is somebody who is very active
20 in the real estate market and who is of British or
21 English origin.

22 Q. The e-mail that is on the back page
23 of Bourg Exhibit 29, is this an e-mail exchange
24 between yourself and Mr. Dennis as well as some
25 other people?

1

2 MR. HASSID: Objection.

3 A. Yes.

4 BY MR. SKINNER:

5 Q. Who wrote this e-mail?

6 THE WITNESS: Mr. Dennis did.

7 MR. SKINNER: And were you talking
8 to Mr. Dennis about Triadou in July of 2012?

9 A. (Through the Interpreter) Yes.

10 MR. HASSID: Objection. It was a
11 prior, I got it in late.

12 MR. SKINNER: You are objecting to
13 the previous question?

14 MR. HASSID: Yes, sorry.

15 BY MR. SKINNER:

16 Q. Do you see in the e-mail where it
17 says: "From the past experience I had in dealing
18 with Elyas and his father in law, it was a
19 complete waste of time"?

20 A. Yes.

21 Q. What is your understanding of what
22 Mr. Dennis was referring to?

23 MR. HASSID: Objection.

24 MR. KENNEY: Objection.

25 A. That he tried to do a deal with

1

2 Ilyas Khrapunov and his father and it did not work
3 and, therefore, the relationship was not good.

4 BY MR. SKINNER:

5 Q. Were you trying to do a deal on
6 behalf of SDG or Triadou in July of 2012?

7 MR. HASSID: Objection.

8 A. Yes.

9 BY MR. SKINNER:

10 Q. What deal was that?

11 A. The purchase of the premises that
12 I have just mentioned.

13 Q. Which premises?

14 A. Well, I said premises, but it is
15 grounds, or land, which belong to Mr. Dennis.

16 Q. Who was to purchase this property
17 in St Tropez?

18 MR. HASSID: Objection.

19 A. Triadou company in Luxembourg.

20 BY MR. SKINNER:

21 Q. At this point in time, on July 25th
22 of 2012, you were the sole director of Triadou; is
23 that right?

24 MR. HASSID: Objection.

25 A. No, I was not.

1

2 Q. In the letter, no reason is given
3 for your termination, other than a reference to
4 exchanges with the undersigned on 10th November;
5 correct?

6 MR. HASSID: Object to the form of
7 the question.

8 A. (Through the Interpreter) Yes,
9 correct.

10 BY MR. SKINNER:

11 Q. What exchanges did you have with
12 the undersigned, Philip Glatz, on 10 November
13 2014, if you recall?

14 A. I don't know whether, when it says
15 "undersigned", whether it is Glatz or SDG, but
16 I remember the conversation I had on 10th
17 November. I think a payment was due to Triadou
18 company, and I had asked that part of the moneys
19 should be set aside for the payment of the lawyers
20 and the other people who were working for Triadou
21 and Aragon, the Triadou and Aragon projects.

22 Q. What happened as a result of you
23 asking for that?

24 MR. HASSID: Objection.

25 A. They said they did not want to, so

1
2 they dismissed me as a result of that, because
3 they were frightened I would take the action into
4 my own hands.

5 Q. When you say "they", who are you
6 referring to?

7 MR. HASSID: Objection.

8 A. I think, as I have always said, the
9 boss in all this, who was Ilyas Khrapunov.

10 BY MR. SKINNER:

11 Q. One second. When you testified a
12 moment ago -- bear with me, when you testified a
13 moment ago that you think you were sacked of your
14 position with regard to honouring the payment of
15 the people who were working for you, is that what
16 you were referring to?

17 MR. HASSID: Object to the form.

18 A. Yes.

19 BY MR. SKINNER:

20 Q. Let me show you what we have marked
21 as Bourg exhibit 30. Let me draw your attention
22 to the -- what appears to be the middle e-mail on
23 the first page, the one that starts, "Dear Petr"
24 -- P-E-T-R. Do you see that?

25 (Exhibit 30 was marked for identification)

1

2

THE WITNESS: Oui.

3

Q. Is that an e-mail that you sent?

4

A. (Through the Interpreter) Yes.

5

Q. What date did you send this?

6

A. 29th October 2014.

7

Q. Why did you send this e-mail?

8

A. For what I have just said, to pay

9

the people who were employed on the US projects.

10

Q. Why did you say: "Being the sole

11

director of the US company hence responsible for

12

its debt and payment"?

13

A. Because the company was indebted to

14

these people and I was the only one who was

15

responsible for reimbursing them.

16

Q. When you say you, "need to pay the

17

people who did work for us", what work are you

18

referring to?

19

A. Lawyers, the security companies of

20

Syracuse, the external auditors -- the external

21

consultants we took for the real estate.

22

Q. What projects had the work been

23

done for?

24

MR. HASSID: Objection.

25

A. Well, in terms of the lawyers, it

1

2 was for all the American projects, and there was a
3 lot of work to do there, in as much it was a
4 question of drawing up contracts of sale to -- for
5 Flatotel and Cabrini to Chetrit.

6 MR. HASSID: I will just caution
7 the witness not to discuss what the lawyers told
8 you. Can you translate that.

9 BY MR. SKINNER:

10 Q. Are you finished with your answer,
11 Mr. Bourg?

12 A. There were the lawyers -- no,
13 I have finished.

14 Q. Was the work that was done on these
15 various projects, was that reflected in the
16 spreadsheet that was referenced, that had been
17 sent by Kevin?

18 MR. HASSID: Objection.

19 A. Yes.

20 BY MR. SKINNER:

21 Q. What did you understand Mr. Petr
22 Krasnov's response to mean?

23 A. He was asking for information not
24 to be kicked out subsequently ----

25 Q. When you -- focusing again on the

1
2 middle e-mail that you send ----

3 A. -- sacked.

4 Q. When you say next tranche --
5 withdrawn. Do you see, focusing again on the
6 middle e-mail you sent, do you see the subject
7 line says: "Re documents for next tranche from
8 Chetrit." What did you mean by that?

9 A. This was a request from Petr
10 Krasnov.

11 Q. So that was his original subject
12 line, you are saying?

13 A. Yes.

14 Q. In your e-mail, where you say you
15 insist to split the amount in two, what amount are
16 you referring to?

17 A. The next tranche from Chetrit.

18 Q. Am I correct that you feel you were
19 terminated because of the position that you took
20 in this e-mail?

21 MR. HASSID: Objection.

22 MR. KENNEY: Objection as to form.

23 A. Yes, and I obtained confirmation of
24 that by telephone.

25 BY MR. SKINNER:

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2 Q. Who gave you that confirmation?

3 A. Ilyas Khrapunov.

4 Q. And what specifically do you recall
5 did Mr. Khrapunov say?

6 A. He said, "Don't worry, it is not
7 serious, but Philip Glatz was frightened, SDG as
8 well, and that is why they did it".

9 MR. HASSID: Can I clarify the
10 interpreter's response said, "I said, 'don't
11 worry'". Can we ask the witness whether he said
12 "Don't worry" or Mr. Khrapunov said "don't worry."

13 THE INTERPRETER: No, Mr. Khrapunov
14 said, "don't worry".

15 BY MR. SKINNER:

16 Q. Okay. Mr. Bourg, let me direct
17 your attention to the attempted transfer of funds
18 from the FBME bank that we have spoken about a few
19 times.

20 A. (Through the Interpreter) Yes.

21 Q. Did there come a time when FBME
22 tried to send funds to Triadou's Luxembourg
23 accounts?

24 MR. HASSID: Objection.

25 A. Yes.

1

2 A. It was in the public domain.

3 Q. I believe you testified -- and of
4 course the transcript will speak for itself but
5 just to link this to a specific portion of
6 cross-examination -- I believe you testified in
7 cross-examination that SDG's banks did not want to
8 work with SDG any longer, because they believed
9 that -- because they believed that Mr. Ablyazov
10 was involved with the company and Mr. Ablyazov had
11 criminal problems?

12 MR. HASSID: Objection.

13 BY MR. SKINNER:

14 Q. Is that accurate?

15 MR. KENNEY: Objection.

16 THE WITNESS: Oui.

17 THE INTERPRETER: It is, yes.

18 BY MR. SKINNER:

19 Q. To clarify, is the statement itself
20 accurate, as opposed to what you might have
21 testified to prior in this deposition?

22 MR. HASSID: Objection.

23 A. (Through the Interpreter) Yes.

24 BY MR. SKINNER:

25 Q. Do you know whether SDG's banks

1

2 knew of the other countries that were pursuing him
3 criminally prior to July 2013?

4 MR. HASSID: Objection.

5 A. No, but as I said I think it is --
6 it was in the public domain anyway.

7 BY MR. SKINNER:

8 Q. You testified quite a bit about
9 declarations that you have executed prior to this
10 litigation, and specifically declarations that you
11 executed in -- well, let's just use the actual
12 exhibits. Let me just draw your attention to --
13 Alex, do you know the exhibit numbers for the May
14 declarations and the March one?

15 MR. HASSID: The March one, no, but
16 the May one is Exhibit 9.

17 BY MR. SKINNER:

18 Q. Exhibit 9. Can you look at
19 Exhibit 8 then?

20 MR. HASSID: I think it came after
21 this.

22 BY MR. SKINNER:

23 Q. So 10 then, look at 9 and 10. Let
24 us look at 9, 10, 12 and 13. Are these all
25 declarations that you prepared in this case?

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CERTIFICATE OF COURT REPORTER

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I, Paula Foley, Accredited Court Reporter,

5

do hereby certify that I took the Stenograph notes

6

of the foregoing deposition, and that the

7

transcript thereof is a true and accurate record

8

transcribed to the best of my skill and ability.

9

I further certify that I am neither

10

counsel for, related to, nor employed by any of

11

the parties to the action in which the deposition

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was taken, and that I am not a relative or

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employee of any attorney or counsel employed by

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the parties hereto, nor financially or otherwise

15

interested in the outcome of the action.

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PAULA FOLEY

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Dated this day of 2017